

# EXHIBIT A



# MedX Staffing

## Independent Contractor Agreement

This Agreement is entered into as of 01 / 18 / 2021, (Date) between MedxStaffing ("the Company") and Gary Baugh, an Independent Contractor ("the Contractor").

- Independent Contractor.

Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

- Duties, Term, and Compensation.

The Contractor shall be compensated as set forth in Schedule A. The Contractor will perform such services and deliver such deliverables with the standard of professional care and skill customarily provided in the performance of such services. Completeness of work product shall be determined by Company in its sole discretion, and Contractor agrees to make all revisions, additions, deletions or alterations as requested by Company. No other fees and/or expenses will be paid to Contractor, unless such fees and/or expenses have been approved in advance by the appropriate Company executive in writing. Amendments to this agreement which are agreed to by both parties are hereby incorporated by reference.

- Expenses.

The Contractor shall be responsible for all costs and expenses incident to the performance of this Agreement for the Company, including but not limited to, all costs of tools, equipment, provided by Contractor and all fees, fines, licenses, bonds, or taxes required of or imposed against the Contractor. The Contractor shall also be responsible for costs of any costs related to any time spent by Contractor's employees or subcontractors. Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. The Company shall be responsible for no expenses incurred by the Contractor in performing the services detailed in Schedule A.

- Inventions.

Any and all inventions, discoveries, developments, and innovations conceived by the Contractor (or the Contractor's personnel) during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments, and innovations conceived by the Contractor prior to the term of this Agreement and utilized by them in rendering duties to the

Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the Company to a wholly-owned subsidiary of the Company.

- Property Rights.

The Contractor agrees that any intellectual property including but not limited to computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements developed by the Contractor solely, or with others, resulting from the performance of services pursuant to this Agreement is a work for hire and constitutes the Company's property. To the extent the intellectual property developed hereunder is not deemed to be a work for hire, the Contractor hereby assigns all rights therein to the Company. The Contractor further agrees to provide the Company with any assistance which the Company may require to obtain patents, trademark, or copyright registrations, including the prompt execution of any documents submitted by Company. The Company shall be considered the author thereof, and the sole and exclusive owner throughout the world forever of all rights existing therein, including all manuscripts, reports, sketches, drafts, notes, maps, memoranda, etc., relating to the work, and all revisions, editions, and versions thereof in all languages, forms, and media now or hereafter known and developed. Contractor hereby grants Company the right, but not the obligation, to use and to license others the right to use Contractor's, and Contractor's employees', name, voice, signature, photograph, likeness and biographical information in connection with and related to the Services. This provision shall survive expiration and termination of this Agreement.

- Confidentiality.

The Contractor acknowledges that during the engagement they will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts, and procedures. The Contractor agrees that they will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative materials, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into their possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in their possession or under their control. The Contractor further agrees that they will not disclose their retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of their relationship to the Company and of the services hereunder. This obligation of confidentiality does not extend to any information that:

- Was in Contractor's possession free of any obligation of confidence at the time it was communicated to Contractor by Company;

- Is or shall become, through no fault of the Contractor, available to the general public; or
- Is independently developed and hereafter supplied to the Contractor by a third party without restriction on disclosure.
- Conflicts of Interest; Non-Hire Provision.

The Contractor represents that they are free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering their duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which they do not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of their productive time, energy and abilities to the performance of their duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company, or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.

- Right to Injunction.

The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

- Merger.

The merger or consolidation of the Company into or with any other entity shall not terminate this Agreement.

- Termination.

The Company reserves the right to suspend indefinitely or terminate this Agreement and the services to be rendered by Independent Contractor for any reason and without any written notice. In the event of termination prior to completion of all work described in Schedule A, the amount of the total fee to be paid to the Contractor shall be determined by the Company on the basis of the portion of the total work actually completed up to the time of such termination. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially

breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

- Independent Contractor.

This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an independent contractor in their relationship to the Company.

- Contractor shall not represent itself or hold itself out to third parties as being the agent, employee or partner of the Company. Contractor shall have no authority to bind the Company or any of its officers or employees.
- The Contractor may not use the logo or trademark of the Company without the prior written consent of an authorized representative of the Company.
- The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder.
- The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- All personnel supplied or used by the contractor shall be deemed employees of the contractor, who assumes full responsibility for the actions of all such personnel while performing Services under this contract and for payment of their compensation.
- Immigration Reform and Control Act (IRCA) Compliance. The Contractor is compliant with all IRCA regulation and agrees to the following:
  - The Contractor is aware of and understands IRCA and is in compliance;
  - The Contractor will properly complete I-9s for all employees assigned to the employer's place of business;
  - The Contractor is not knowingly employing any workers assigned to the employer who are not authorized to work for the Contractor in the United States;
  - The Contractor agrees to defend and indemnify the employer for any liability arising out of claims that the Contractor's employees are not authorized to work in the United States for that contractor and/or any other claims based upon alleged IRCA violations committed by the Contractor.
- Insurance and Licenses. The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that they perform for the Company. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, workers' compensation and other insurance, as well as licenses and permits usual or necessary for conducting the Services.
- Means of Performing Services. Contractor will determine the hours in which they will complete this engagement. Contractor will determine the method, details, and means of performing the services described in Schedule A, including the determination of the need for and hiring of personnel at the

Contractors own expense. The Company may not control, direct, or otherwise supervise Contractor's personnel in the performance of those services. The Contractor is not required to undergo company training to perform services under this Agreement. Except as specified in Schedule A, Company agrees that Contractor's services need not be rendered at any specific location and may be rendered at any location selected by Contractor.

- Tools and Equipment.

Company will supply all tools, equipment, and supplies required to perform the services under this Agreement.

- Indemnify and Hold Harmless.

The Contractor agrees that any personal injury to Contractor, Contractor's personnel, or third parties, or any property damage incurred in the course of performance of this Agreement, shall be the responsibility of the Contractor. Contractor agrees to indemnify, defend, and hold harmless the Company and its trustees, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, actions, and judgments, including court costs and reasonable attorney's fees, which may arise out of:

- Contractor's performance of the Services;
- Its breach of this Agreement;
- A claim by a third party alleging that the Service (or any work product) infringes a validly existing U.S. patent or copyright, or other intellectual property right of a third party; or
- The payment or non-payment of Impositions, except to the extent any of the foregoing are caused by the sole negligence of the Company.
- Representations and Warranties. Contractor represents and warrants the following:
  - That it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations hereunder;
  - That it is able to furnish any of the tools, materials, supplies, equipment, and labor required to complete the services required and perform all of its obligations hereunder and has sufficient experience and competence to do so;
  - That it is authorized to do business in Florida (State), properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law;
  - That it has familiarized itself with the local conditions under which this Agreement is to be performed;
  - That the Services and any work product thereof are the original work of Contractor, do not and will not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark, contract, or any other publicity right, privacy right, or proprietary right of any third party;

- That Contractor's personnel performing services under this agreement have sufficient expertise, training and experience to accomplish the Services; and
- That Contractor's personnel shall be compensated, taxes withheld, and other benefits made available as required by applicable law and regulations.
- Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
- Choice of Law. The laws of the state of Florida (State) shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
- Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in an arbitration venue chosen by both parties in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction.
- Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
- Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
- Assignment. The Contractor shall not assign any of their rights under this Agreement, or delegate the performance of any of their duties hereunder, without the prior written consent of the Company.
- Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

Independent Contractor:

Name: Gary Baugh

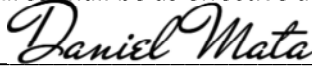
Address: 7602 Pinewalk Drive South  
Margate FL 33063

If to the Company: MedxStaffing Address: 1386 W. Center St. Orem, UT 84057

- Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.
- Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties here to.

- Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect. CAUTION: THIS AGREEMENT AFFECTS YOUR RIGHTS TO INNOVATIONS YOU MAKE PERFORMING YOUR SERVICES, AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE COMPANY'S CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR SERVICES. CONTRACTOR HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.


The parties hereto agree that facsimile signatures shall be as effective as if originals.

Company Representative Signature: 

Name (print): Daniel Mata

Title: Dir. of Operations - MedX Staffing

Date: 02 / 02 / 2021

Independent Contractor Signature: 

Name (print): Gary Baugh

Title: Paramedic

Date: 01 / 18 / 2021

Schedule A Duties. The Contractor will perform the following duties but not limited to:

Registering patient

- Administers COVID-19 testing in compliance with testing protocols
- Runs samples through the laboratory as needed
- Collects information from person being tested
- Pack testing kits to be shipped
- Provide instructions to patients
- Helps with traffic control when needed.
- May act as runners, taking the samples to the labs.
- Utilizes continuous improvement mindset and assists in identifying opportunities to improve processes.
- Follows good manufacturing practices and required work safe practices.
- Maintains a clean, sanitary, and safe work area.



- Restock inventory as needed
- Keeps products separated, organized and in good rotation.
- Monitors product quality frequently, reporting problems to mitigate safety issues.
- Operates various pieces of equipment
- Reports any mechanical problems.
- Performs other duties as assigned.

Contractor will deliver results to the assigned site leader/manager and to any other party designated by MedxStaffing in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Contractor.

Term. This engagement shall commence upon execution of this Agreement and shall continue in full force and effect, this agreement will be renewed automatically on a weekly basis; unless MedxStaffing provides notification to Independent Contractor in writing upon three (3) days notice or Independent Contractor doesn't show up to work.

Independent Contractor will only be paid for the worked hours that have been authorize and approved by MedxStaffing and its representatives.

The term may be terminated by either party at any time without advance notice, upon a material breach by other party of any of its or his obligations hereunder.

Compensation. As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor at the hourly rate of \$ 25 (amount) per hour, such compensation shall be payable the following Friday after the hours from the previous week have been submitted and approved.